

**Security
Service Level
Agreement**



CU GROUP
FIRE & SECURITY

**Holiday Inn Express Dublin City
Centre**

28-32 O'Connell Street Upper D01 T2X2



CU GROUP
FIRE & SECURITY

C U Group
Limerick Office
Block G Lock Quay
Clare Street
V94 X2N6
061 405100
WWW.CUGROUP.IE
PSA# 04201

Service Level Agreement

Between **Merdeka Security t/a CU Group** (hereinafter called "The Company")

CU Group
Block G Lock Quay
Clare Street
Limerick
V94 X2N6
061 405100

WWW.CUGROUP.IE
PSA# 04201

Office Hours: 061 405100

After Hours: 061 405100

Costs and Scope of works per premises: See attached appendix

And **Holiday Inn Express** hereinafter called "The Subscriber")

1. The Company and the Subscriber agree to enter into a Service Level Agreement of the Electronic Security Systems only and that the agreement shall continue until such time as it is terminated by written notice by either party.
2. We shall be on site at agreed times and days to carry out maintenance on the CCTV, Intruder and Access systems during normal working hours, and access to a 24 hour service shall be provided by the Company should there be a fault with the any of these systems. All replacement parts, if required, shall be at the Subscriber's expense.

Cost Details

1. Annual Maintenance – 2 Visits Per Year 1st TBC & Dec 2025
-Intruder Alarm

From: 01st April 2025 to 31st March 2026

€250.00

Takeover of alarm (once off fee)

€100.00

Callout Rate

Call outs rate are €150.00 ex vat for travel and 1st hour on site (24/7/365 days per year)

€75.00 ex vat per hour thereafter

Note:

The monitoring of the system cannot be established until after the first visit. The system is open protocol so if there is no monitoring in place we can give several options and you can choose the most cost effective and suitable for your business.

Intruder Alarm Maintenance: 2 visits per annum

- Check all equipment to ensure satisfactory operation of and devices against the original design criteria.
- Check the operation of any special equipment installed.
- Check that the standby power supplies are functioning with correct voltages and change batteries.
- Check the operation of the intruder alarm panel and change batteries.
- Check the satisfactory operation of any automatic dialing equipment.
- Check the satisfactory operation of any telephone line signaling equipment in conjunction with the dialed station.
- Check the operation of any audible alarm and warning device.
- Check that any external flexible cables are properly secured and undamaged.
- Check all flexible cables & wiring for signs of damage and wear.
- Check all movement detection & opening detection devices e.g. PIRs, magnetic contacts.

RECORD the results including details of any equipment or circuits which have been left disconnected and report such disconnected items to the parties prior to leaving the location of the installation.. Report any environmental conditions which could reduce the effectiveness of the system e.g. new building works either on site or adjacent

Maintenance Inspection

- On arrival the engineer to make contact with local manager.
- Full functional check of all equipment to be carried out, relating to the security systems.
- Each item to be checked against the maintenance visit worksheet, which is to reflect the list of installed equipment.

Service

- All service visits will be co-ordinated by the CU Group Nationwide Service Desk.
- Any request for service will result in telephone support and/or attendance to site
- On arrival, the engineer to make contact with local manager
- Prior to departure the engineer to report on works carried out and works to be carried forward.
- The rectification of works within the stated timescales is dependent on access to the relevant equipment, plant accessibility and the level of on-site spares held.

- Any work requests not covered under the Service Level Agreement will be advised to The client
- The Maintenance Company will retain full service/maintenance log on site detailing attendance, works and action for review by The client and end user on request.
- Maintenance company engineers attending sites will carry a limited amount of spares.

Spare Parts Available to Engineers

1. Power Supplies
2. Connections
3. Fuses
4. Cable
5. Replacement cameras for most types on site.

INVOICING

Maintenance

All maintenance invoices to be forwarded to The client for payment annually in advance. Po required from The client.

Any additional items found to be faulty or not to specification

All invoices to be forwarded to The client for any additional work carried out outside of the maintenance agreement on completion of repair and installation.

1. C U Group to generate a report to The client. C U Group to await instructions to fix from The client.
2. Any equipment deemed outside C U Group's contract will only be dealt with on instruction from The client which will be chargeable at the current rates. (Quotation Required for approval)
3. Any Installation / Day works require a PO from the client for any of the above works

All costs are excluding vat

Minimum charge includes for travelling and mileage expenses with one hour on site.

All quoted prices are fixed for the duration of the contract.

Calls for misuse, abuse, damage or outside influences are chargeable at the standard rate.

Any 'Cherry pickers', narrow width towers or extendable ladders are chargeable at the current Hirer's rate.

Termination / Exit Clause

Notice of Termination by either party is 30days and must be given in writing.

On termination of this agreement, for whatever cause, the Contractor agrees to provide to the Client the following, on demand, within 48 hours without any charge to the Client –

- ### Record of Updates and Reviews to SLA

[illegible]

CALL OUT PROCEDURE

In the event of failure, all requests for engineer attendance to be telephoned in to the National Service Desk on the following number: 061 405100 (24 hours per day) by an authorised member of staff.

Escalation Procedure

All service calls requesting engineering attendance or telephone assistance to be emailed or directed to C U Group Service Department on 061 405100

If for any reason this is unsuccessful then the escalation procedure should be adopted, using contacts as below.

Thomas Ryan 0877449178

Technical/Escalation and Call out

The Service Department is operational 24 hours a day 365 days per year. Calls to the service department of a technical nature can be passed to an engineer with a particular expertise in any discipline of electronic security, this may take the form of a telephone call to site to establish the fault type, or resolve the fault by telephone.

Service Response

C U Group operates within the scope of the EN50131 guidelines which stipulates a six hour response 365 days a year for contracted customers for emergency response.

Specialised Systems

All C U Group engineers undergo rigorous training programmes for all systems that we currently install and maintain. However, Area Systems Managers and Technicians that specialise in all disciplines of security systems are available for technical support and site attendance if and when required.

Site Attendance

All C U Group engineering staff carries valid company identification and are easily recognisable by their company work wear.

Client Service and Maintenance file

C U Group shall initiate and update a service and maintenance file specific to the Client. The file shall include: callout procedure; escalation procedure; maintenance and service dockets; schedule of equipment covered under service and maintenance agreement; site specific correspondence such as "as installed" drawings.

Signature of Customer's duly Authorised Representative:-

Date:

Signature of C U Group duly Authorised Representative:-

Date:

The Customer should:

1. Check that all details shown are correct.
2. Sign and date as appropriate.

1. General:

The Company concludes contracts for the supply and installation and, where relevant, maintenance of the System subject to these Conditions. The Customer accepts that these conditions shall govern relations between himself and the Company to the exclusion of any other terms including, without limitation, conditions and warranties written or oral, expressed or implied even if contained in any of the Customer's documents which purport to provide that the Customer's own terms shall prevail. These Conditions and the other terms of this Agreement shall not be varied, added to or waived except by agreement in writing signed on behalf of the Company by a Director or the Secretary. If during the currency of this Agreement its terms are varied then subject to the express terms of such variations the terms and conditions of this Agreement shall continue to apply mutates mutandis as if such variations were incorporated in this Agreement.

2. Quotations:

An order placed on the Company's quotation must be made in writing. The Company's quotations are given without commitment and no contract between the Company and the Customer shall arise unless and until the company has accepted in writing the Customer's order placed on the Company's quotation.

3. Installation and Completion:

- I. The installation of the system will be carried out by or on behalf of the Company in accordance with the Specification during the company's normal working hours unless otherwise agreed. The Customer shall pay for the cost of reinstating and/or re-decorating the Protected Premises after installation.
- II. The Customer when requested shall at his own cost provide a supply of electricity suitably terminated at the required number of points as indicated by the Company.
- III. The System shall be deemed to be completed on the date on which the control keys are handed over (the "Completion Date") notwithstanding that any telephone line or cable may not then have been connected.

4. Maintenance:

- I. Subject to sub-clause II of this Condition the Company will inspect, test and adjust the System and renew any dry batteries exhausted by normal use. Rechargeable batteries when necessary will either be recharged or replaced at the Customer's expense unless the manufacturer shall supply a free replacement under any guarantee given to the Company by that manufacturer in respect of the rechargeable batteries to be replaced when such replacement shall be forwarded to the Customer who shall bear all costs of transportation.
- II. If in the opinion of the Company any repairs or replacements to this System including repairs and replacements of electronic components are necessary by reason of any cause beyond the Company's reasonable control the Company shall be entitled to make a reasonable charge for such repairs or replacements.
- III. If the Company is called to attend to the System apart from the routine inspection, test and adjustment visits then the Company shall be entitled to make a reasonable charge for such extra attendance.

- IV. The Customer shall pay the cost of any reinstatement and/or re-decoration made necessary by the repair, maintenance, inspection, testing or adjustment of the System.
- V. The provisions of sub-clause 1 of this condition shall not apply if and so long as the Customer is in breach of any term or condition of this Agreement.
- VI. If for any reason, not made known to the Company, access to any part of the System subsequently becomes difficult, the Company shall be entitled to increase the Annual Charges accordingly.
- VII. The Annual Charge is based on the assumption that all parts of the System required to be serviced are safely accessible by ladder or steps with which the Company's engineers are provided but without the need for scaffolding or other means to enable parts of the System to be reached. If scaffolding or other means of access are required then the Customer shall either supply it free of charge to the Company or, if the Company has to supply it, the Customer shall pay the Company's reasonable charge therefore. The Customer warrants that any scaffolding or other means so supplied will be safe when properly used.

5. Access:

The Customer shall permit the Company's servants or agent's access to the Protected Premises and to the System at all reasonable times for the purpose of carrying out their obligations hereunder and the Customer shall move any materials, ceiling tiles and other objects of whatsoever nature obstructing access to the System or any part thereof. The Customer shall permit the servants or agents of the National Supervisory Authority for Intruder Alarms access to the Protected Premises at all reasonable timer for the purpose of inspecting the System.

6. Property:

- I. The Company shall sell the System to the Customer free from any encumbrances and deliver it to and install at the Protected Premises.
- II. Title to the System shall not pass to the Customer until all payments for the System have been made to the Company in full. Until such time as title to the System passes to the Customer the Company shall be absolutely entitled to repossess, sell or otherwise deal or dispose of the System and its agents or authorised representatives shall be entitled at any time and without notice, to enter upon the Protected Premises or any part thereof in which the System is installed, stored or kept or is reasonably believed so to be for such purpose.
- III. Risk in the System shall pass immediately to the Customer on delivery to the Protected Premises. The Customer shall be responsible for insuring the System with effect from the time risk passes.

7. Building Work:

The Specification does not include any building work, cutting away, redecoration or making good any defects in the Protected Premises.

8. Operating Procedures:

The Specification incorporates on briefing and demonstration of the System when it is completed to the Customer or his authorised representative. If further instruction is required, an additional charge may be made.

9. V.A.T:

The charges do not include any allowance for the extent to which the goods and services provided by the Company hereunder are or may be subject to Value Added Tax. Accordingly the charges shall be increased to the extent that the goods supplied or services rendered in the performance hereof are chargeable with Value Added Tax, by the gross amount of the Tax chargeable thereon.

10. Payment:

- I. The quoted maintenance price shall be paid in advance of works.

- II. Any subsequent Annual Charges shall be payable annually in advance on each anniversary of the Completion Date.
- III. Any other sums payable under this Agreement shall be payable on demand without discount.
- IV. In the event of this Agreement being determined under Condition 11(I) hereof the Customer shall be entitled upon making a claim to a refund of that portion of any Annual Charge relating to a period subsequent to the Termination Date as defined in Condition 11(I).
- V. The Customer shall not be entitled to any rebate during any period in which the System is not operating to the satisfaction of the Customer whether by reason of damage to or destruction of the System or any part thereof or any other cause whatsoever.
- VI. In the event of increases in the cost of labour, materials or overhead expenses in carrying out the Company's obligations under this Agreement (of the existence and amount of which increases the certificate of the Company Secretary or other authorised official of the Company shall be conclusive evidence) or in the event of the imposition of new taxes or the revising of existing taxes the Company shall be entitled to make an increase in the Annual Charge payable hereunder (whether or not such Annual Charge has been paid in advance) such increase to come into effect on the day appointed by the Company whereupon the amount of such increase as applies to the unexpired balance of any period in respect of which an Annual Charge has been paid in advance shall become immediately due and payable.
- VII. The Customer shall pay for the cost of any electricity required for operating the System.
- VIII. The Company shall be entitled to charge interest on any overdue payment outstanding from time to time at a rate of 3% above D.I.B.O.R. from time to time in force compounded quarterly but this shall not alter any other of the Company's rights in the event of failure to effect timely payments.

11. Termination

- I. Either party may terminate this Agreement by giving three months notice in writing expiring on termination of the minimum specified period in Clause 4 hereof or at any time thereafter (the "Termination Date").
- II. The Company may terminate this Agreement at any time on the happening of any of the following events: -
 - a. If the Customer is in arrears or defaults in payment of any sum due hereunder or commits any other breach of this Agreement; or
 - b. If the Customer becomes insolvent or has a receiver or manager appointed to any of its undertakings or assets or any part thereof or makes any arrangements with or for the benefit of its creditors or being a body corporate goes into liquidation otherwise than for the purpose of a reconstruction or amalgamation.
- III. The provisions of this Condition shall be without prejudice to the Company's rights to recover any sum due under this Agreement or to any other claim, which the Company may have under this Agreement, or any other agreement.
- IV. If the Customer desires to terminate this Agreement before the expiry of the minimum period specified in Clause 4 then he shall not be entitled to a refund of the Sale Price of any part thereof.

12. Transfer, Extension and Change of Name:

- I. This Agreement may be assigned by the Company but shall not be assigned by the Customer. The Company may perform its obligations hereunder through agents or sub-contractors.
- II. The Company will at the request of the Customer transfer the System at the Customer's expense to any other premises occupied by the Customer provided that this sub-clause shall not apply unless the Company has facilities for installing and

maintaining the System at the said other premises and unless the Customer has satisfactorily performed his obligations hereunder.

- III. The Company will at the request of the Customer extend or modify the System at the expense of the Customer.
- IV. The Customer shall give thirty (30) days notice in writing of any proposed changes in the address of the Protected Premises or in the Customer's business or trading name or address.

13. Performance Guarantee and Liability:

- I. Products manufactured or supplied by the Company are not designed, manufactured or adapted for use in adverse industrial atmospheres or extremes of weather or abnormal operating conditions of any kind.
- II. The Company does not warrant or otherwise undertake that the products manufactured or supplied by it will be fit for any purpose involving such use and any term or representations express or implied by statute, common law custom or trade or otherwise are to that extent excluded.
- III. The Company undertakes to remedy any defects arising within one year of the Completion Date from faulty material or at any time from faulty workmanship of any product manufactured by it **PROVIDED THAT**:
 - a. the defects developed under proper and normal conditions; and
 - b. notice of such defects is given in writing to the Company as soon as is reasonably practicable; and
 - c. (unless the products concerned have been installed by the Company) the products are returned carriage paid to the Company within fourteen days of such defect appearing; and
 - d. when replaced any defective parts shall become the property of the Company; and
 - e. the Customer has ensured that the System is at all times used in a proper manner by competent trained employees only or by persons under their supervision and that the System has not been altered, modified in any material way owing to the default of the Customer or any of its employees, servants or agents.
- IV. The Company will undertake its full liability both at common law and statute in respect of the products and/or services that subject of this Agreement **PROVIDED THAT** the Company's liability in respect of any one occurrence shall in no event exceed the sum of €13,000.00 (inclusive of all costs and expenses).
- V. The Company accepts liability in respect of death or personal injury resulting from negligence of the Company, its servants or agents when acting in the course of their employment by the Company.
- VI. The Company accepts liability in respect of direct physical damage to the Protected Premises or their contents resulting from negligence of the Company, its servants or agents while working at the Protected Premises and when acting in the course of their employment by the Company **PROVIDED THAT** the Company's liability in respect of any one occurrence shall be limited to making good such damage up to a total sum of €13,000.00 (inclusive of all costs and expenses).
- VII. The Company shall in no circumstances be liable for any consequential or special loss or damage or claim by the Customer including without limitation, delay, detention, loss of time, charges or liability to third parties.
- VIII. The Company will assign to the Customer the benefit of any warranty in products purchases by the Company.

14. Drawings, Specifications, etc.

All description, drawings, illustrations, particulars of weights and measures rating standard statements or details or specifications or other descriptive matter whether or not contained on the contract document, are approximate only. The Goods will be in accordance with the Company's specification at the time of manufacture and any earlier specifications, drawings, description, illustrations, particulars as to weights and measures, ratings, standard statements or details shall not form part of the description of the parts or services supplied or to be supplied so that Company shall not be under any liability in respect thereof. Specifications, drawing, etc. prepared by the Company for the purpose of a quotation or tender or otherwise shall remain the property of the Company and shall be returned on request. They shall not be used except for the purposes of the contract and the Buyer shall not disclose them to third parties and shall not copy, lend or use them in any way without the specific consent of the Company.

15. Confidentiality:

The Customer shall treat all information obtained under this Agreement as confidential and shall not without the prior written consent of the Company disclose details of the System or how it works except for the purposes of effecting insurance. The Customer hereby authorises the Company to disclose to any agent or third party any data, information or document relating to this Agreement for the purposes of the Company performing its duties and obligations under this Agreement and such authorisation shall constitute a consent for the purposes of the Data Protection Act, 1988.

16. False Alarms:

While every possible care has been taken in designing the System so as to make its accidental operation as difficult as possible the Customer shall ensure that false alarm calls are not caused by careless actions.

17. Remedy:

Provided the Company remedies any breach of its obligations hereunder within thirty (30) days of its being advised thereof by the Customer in writing the Customer shall not be entitled either to determine the Agreement summarily or to any damages in respect of such breach.

18. Delays and Cancellation:

- I. If for any reason the Customer by his conduct renders the Company's obligations hereunder wholly or partially impossible to perform or complete during the Company's normal working house the Company may make a reasonable charge to compensate it for all increased costs or charges incurred by the Company as a result of the Customer's conduct.

- II. If the Customer proposes to cancel this Agreement before or during work on installing the System has begun then he shall pay to the Company on demand a sum equivalent to all its costs, fees and expenses incurred up to the date of such purported cancellation including any damages payable to the Company's sub-contractors, suppliers and others together with a reasonable proportion of the Company's loss of anticipated profits.
- III. The Specification is based on continuous and uninterrupted working and assumes there will be free access to all necessary areas. Whilst the Company will make every effort to work in with other trades and with the Customer, any interruptions or delays caused by the Customer, his employees, agents or customers or other trades may result in additional charges. The Customer can minimise his liability by ensuring that any services to be provided by other trades are properly programmed.

19. Health and Safety:

The Customer shall use his best endeavours to ensure that the Protected Premises are safe and without risk for the Company's employees, servants or agents to work therein pursuant to the Company's obligations hereunder. All known risks must be clearly identified and marked by the Customer.

20. Wayleaves Permits and Approvals:

The Customer shall obtain and pay for all necessary wayleaves permits or approvals required by statute or bye-law for the purposes the subject of this Agreement.

21. Force Majeure:

The Company shall be under no liability to the Customer in respect of anything which, apart from this provision, may constitute a breach of this Agreement arising by reason of force majeure, namely, circumstances beyond the control of the Company which shall include (but shall not be limited to) act of God, perils of sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including act of Local Government and Parliamentary Authority and labour disputes of whatever nature arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts and whether between either of the parties hereto and any or all of its employees and/or other employer and any or all of its employees and/or between any two or more groups of employees (and whether of either of the parties or any other employer).